

REQUEST FOR PROPOSAL

LONG TERM CARE ACCESS SERVICES

LONG TERM CARE ACCESS PROGRAMS  
OFFICE OF AGING AND ADULT SERVICES  
DEPARTMENT OF HEALTH AND HOSPITALS

Release Date:

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## Glossary

**Abandoned Calls:** Those calls not answered by a live person before the caller hangs up during business hours. Calls hanging up during the Automatic Call Distributor phone greeting message will not be considered abandoned.

**Adult Day Health Care Waiver (ADHC):** The Home and Community Based Services waiver program for Adult Day Health Care is available to Medicaid eligible clients age 65 years or older, or clients age 21 to 64 who are disabled according to Social Security Administration disability standards. These clients must meet nursing facility level of care. Clients are screened for level of care by the Long Term Care Access Services contractor and placed on the Request for Services Registry. When new funding or a slot becomes available, clients are contacted by the registry contractor and offered the choice of Home and Community Based Services (HCBS). For a very small number of clients, it will be necessary for the Long Term Care Access Services contractor to conduct an additional level of care screening at the time of the slot offer. Services available under the ADHC program are: support coordination (case management), adult day health care services, transition services (for persons transitioning from nursing facilities to the community), and transition intensive support coordination. Waiver support coordinators perform in-home assessments and develop comprehensive plans of care for program clients. Clients are given choices of service providers. Waiver support coordinator agencies and DHH monitor the quality of care and report to the Office of Aging and Adult Services.

**Adult Residential Care Service (ARC):** A facility or residence which provides adult residential care for compensation to two or more adults who are unrelated to the licensee or operator. Adult residential care includes but is not limited to the following services: lodging, meals, medication administration, intermittent nursing services, assistance with personal hygiene, assistance with transfers and ambulation, assistance with dressing, housekeeping, and laundry. Implementation of the ARC is expected to begin in Regions 6 and 8 in the fall of 2010. This waiver will be offered in a gradual start-up and is currently limited to a maximum of 200 slots.

**Assessment and Care Planning Training:** MDS-HC training is provided by the OAAS at least once a month, and includes a minimum of a two day classroom training and follow up competency-based evaluation. MDS-HC assessments shall be administered exclusively by individuals who have successfully completed the specified OAAS training and competency-based evaluation.

**Automated Call Attendant:** Telephone functionality which allows callers to be automatically transferred to an extension without the intervention of an operator. It may also offer a simple menu system ("for claims, press 1, for service, press 2, etc.). An automated call attendant may also allow a caller to reach a live operator by dialing a number, for example '0'.

**Business Hours:** Central Time hours of 8:00 AM to 5:00 PM Monday through Friday, excluding holidays. Holidays will be determined by mutual consent between OAAS and the contractor.

**Center for Medicare and Medicaid Services (CMS):** A federal agency which administers the [Medicare](#) program and works in partnership with state governments to administer [Medicaid](#) and other initiatives.

**Certification Period:** The 365 day period for which Prior Authorization is issued in LT-PCS. An annual reassessment must be completed between days 305 and 351 of the certification period to be considered a timely annual reassessment.

**Community Choices Waiver (CCW):** A new HCBS waiver submitted for approval in early 2010. Pending CMS approval, this new HCBS waiver, the Community Choices Waiver, will replace the EDA Waiver and offer a wider range of services than the current EDA waiver. Clients will be transitioned into the new waiver at the time of their reassessments. Once this waiver is approved, new requestors will be no longer be placed on the EDA Waiver registry. This initiative should not create additional assessments to the LTC-AS contractor, as these assessments will be performed by non-LTC-AS waiver support coordinators.

**Consumer-Directed Personal Care Services (Currently known as Louisiana Personal Options Program [LA-POP]):** A service delivery option of LT-PCS which has been approved but not yet implemented. When implemented, this service delivery option will provide clients meeting the eligibility requirements for LT-PCS a choice of methods of service delivery. LAPOP (client-directed personal care services) provides an alternative way to receive Medicaid personal care services. Clients participating in the client- directed Louisiana Personal Options Program (LA-POP) may hire, direct and manage their own personal care services. Using a monthly allowance, clients develop, with the assistance of a services consultant, a personal supports plan, determine the services they need, and the employees or agencies they wish to hire to provide the services. Some of the monthly budget may be used to purchase items that increase a client's independence or substitute for a client's dependence on human assistance. The Long Term Care Access Services contractor will explain and offer clients a choice of personal care services. (Clients expressing interest in LA-POP will be given a self- assessment. The LTC-AS contractor, serving as the services consultant agency for these clients, will develop a personal supports plan if approved for personal care services. The LTC-AS contractor will be responsible for monitoring the services provided and quality of care.)

**Cure Period:** A provision in a contract allowing a defaulting party to fix the cause of a default.

**DHH:** Louisiana Department of Health and Hospitals

**Elderly and Disabled Adults Waiver (EDA):** The current Home and Community Based Services waiver program for Elderly and Disabled Adults is available to Medicaid eligible clients age 65 years or older, or clients age 21 to 64 who are disabled according to Social Security Administration disability standards. These clients must meet nursing facility level of care and

priority is given to clients who meet initial targeting criteria. Clients are screened for level of care by the Long Term Care Access Services contractor and placed on a waiting list called the Request for Services Registry. When new funding or a slot becomes available, clients are contacted by the registry contractor and offered the choice of Home and Community Based Services. In a very few situations it will be necessary for the Long Term Care Access Services contractor to conduct an additional level of care screening at the time of the slot offer if the previous approval occurred more than 365 days prior. This EDA Waiver service will be phased out with the implementation of the Community Choices Waiver service, to be implemented upon approval by CMS. Once the Community Choices Waiver is approved, persons requesting services will no longer be added to the EDA Waiver RFSR. Services available under the HCBS-EDA program are: support coordination (case management), environmental accessibility adaptation (home modifications), personal emergency response system, companion services, transition services (for persons transitioning from nursing facilities to the community), and transition intensive support coordination. Waiver support coordinators perform in-home assessments and develop comprehensive plans of care for program clients. Clients are given choices of service providers. Clients may receive personal care program services concurrently with their HCBS-EDA program services. Waiver support coordinator agencies monitor the quality of care and report to the Office of Aging and Adult Services.

**Electronic Medicaid Eligibility Verification System (EMEVS):** An electronic system operated by the Medicaid Fiscal Intermediary for the purpose of verification of Medicaid eligibility. The LTC-AS contractor will be billed a fee of \$50.00 per batch of discrete eligibility verification requests (records) as long as the batch does not exceed 500 discrete eligibility requests. Batch files that exceed 500 batch files will be billed the \$50.00 and then \$0.15 per client eligibility request for those exceeding 500. The Medicaid Fiscal Intermediary will generate invoices monthly to the provider/submitter/receiver. Note that an SFP for the Medicaid Fiscal Intermediary may be issued in 2010.

**Electronic Plan of Care (EPOC):** A web-based plan of care under development by another OAAS contractor.

**Eligibility Determination Date:** The date when the approval or denial determination is made for an LT-PCS client. This will occur when the face-to-face assessment is completed and, in the case of an approval, the plan of care is completed. The appropriate notice to the client must be mailed within three business days after the Eligibility Determination Date.

**Enhanced public awareness:** OAAS uses its website, [www.oaas.dhh.louisiana.gov](http://www.oaas.dhh.louisiana.gov) for posting information regarding all available programs. Additionally, OAAS develops Fact Sheets (detailing eligibility requirements for these programs) which are sent to clients who call the contractor. The LTC-AS contractor will be required to continue this process. Enhancements to this process will require approval by OAAS.

**Face-to-face Assessment:** An assessment in which the MDS-HC Version 2 is completed in the presence of the client. For the purposes of this RFP, initial face-to-face assessments will be

performed for all who are requesting LT-PCS services outside of DHH Region 2 and who pass LOCET on at least one Pathway and meet Initial targeting criteria. Periodic face-to-face assessments will be performed on all LT-PCS clients outside of DHH Region 2 on an annual basis and when the client or representative reports a significant change in functional status. See Glossary Item “Reassessment” for further explanation.

**Home and Community Based Services (HCBS):** Services administered by OAAS which provide care in the community rather than in nursing facilities. HCBS services include waiver and state plan programs approved by CMS.

**Human Services Field:** Examples of human services fields are social work, psychology, counseling, recreational therapy, occupational therapy, physical therapy, nursing, or sociology. Any other degree must be approved by OAAS.

**Initial Targeting Criteria:** A set of criteria which must be met for eligibility to Long Term Personal Care Services (LT-PCS). These criteria include combinations of items which indicate the client, in addition to meeting level of care requirements, will meet screening requirements and will receive an in-home face-to-face assessment to determine full eligibility for LT-PCS.

**Live contact:** A phone conversation will be considered to be a live contact if the party contacted is the client, the designated personal representative, a legal representative or an adult family member of the client.

**LOCET (Level of Care Eligibility Tool):** The Louisiana Level of Care Eligibility Tool, (LOCET) is a research-based tool which establishes uniform criteria designed to determine whether the client has met the requirements for level of care screening for long term services. The LOCET interview should take 30 to 45 minutes telephonically. The LOCET interview conducted solely for the purpose of Nursing Facility admission is an abbreviated version and should take 20 to 25 minutes telephonically.

**LOCET Audit:** The LOCET auditing process is a quality improvement activity that ensures people can access OAAS services in a way that is equitable, and consistent. A face-to-face LOCET interview is conducted on a sample of telephone-based LOCETs completed within the current week. The results of the two interviews are compared and are used to demonstrate quality of validity, reliability, timeliness, accuracy, and continuity.

**LOCET Determination Date:** The date that the LOCET is completed.

**LOCET Training:** LOCET Training is provided once a month by OAAS and is a one day training from 8:00 AM to 1:00 PM. Training is free of charge and is given in person at DHH Headquarters at 628 N. 4<sup>th</sup> St. in Baton Rouge, La. OAAS provides this monthly training for all interested parties. New Intake Analysts must attend at least one DHH-provided training. The LTC-AS contractor is responsible for establishing its own ongoing, in-service training program to maintain and update competencies.

**Long Term – Personal Care Services (LT-PCS):** LT-PCS is available to all Medicaid clients age 65 or older, or age 21 to 64, meeting the Social Security Administration disability criteria. In addition, the client must meet the LT-PCS eligibility criteria and initial targeting criteria. The client must be able to participate in his/her care and direct the services provided by the worker independently or through a responsible representative. Clients must require at least limited assistance with at least one Activity of Daily Living. Services to be provided in LT-PCS are assistance with activities of daily living and instrumental activities of daily living (ADL/IADL). These include assistance with: toileting and grooming, bladder and/or bowel requirements or problems, eating and food preparation, performance of incidental household chores (only for the client), accompanying client to medical appointments, and grocery shopping. The LTC -AS contractor staff will perform an in-home assessment of the client and develop a plan of care and authorize services. Services are limited to an hourly amount per week specified by OAAS. The LTC-AS contractor will identify the number of service hours which the plan of care will use. This number is based upon the results of the MDS-HC Version 2.0 assessment and the client's informal support network.

**LTC-AS Contractor:** Long Term Care Access System contractor. The LTC-AS contractor is to be obtained through this Request for Proposal.

**MDS-HC Training:** MDS-HC Training is provided monthly by OAAS and is a two-day training from 9:00am to 4:30pm. Training is free of charge and is given in person at DHH Headquarters at 628 N. 4<sup>th</sup> St. in Baton Rouge, La. OAAS provides this monthly training for all interested parties. New assessors must attend at least one DHH-provided training. The LTC-AS contractor is responsible for establishing its own ongoing, in-service training program to maintain and update competencies.

**Minimum Data Set for Home Care (MDS-HC):** An assessment tool used by OAAS to determine eligibility for Home and Community Based long term care programs. The MDS-HC is also used in gathering information to be used in the development of a care plan. The MDS-HC Version 2.0 is used by OAAS. An MDS-HC assessment may take from 1 to 1.5 hours to complete.

**Medicaid Fiscal Intermediary:** The agency which performs fiscal functions related to Medicaid funds. The fiscal Intermediary for Medicaid in Louisiana is currently Molina Information System. An SFP for the Medicaid Fiscal Intermediary may be issued in 2010.

**Multi-lingual requirements:** Estimates for annual volumes of various multi-lingual flyers are as follows: English, Spanish, Vietnamese will be required at the onset of the contract; 5% population threshold thereafter for other languages encountered. For Spanish, 500 flyers should be required annually; for Vietnamese, 200 flyers should be required annually. The current contractor has had only 2 instances in the last 5 years of having to provide an interpreter for sign language during in-home MDS-HC assessments. It should be noted that postage is not a pass-through cost.

**Must:** Denotes a mandatory requirement



**Nursing Home Admissions:** Nursing facilities provide 24 hour care for rehabilitative, restorative and/or ongoing skilled nursing care to patients or residents in need of assistance with activities of daily living such as bathing, dressing, transferring, toileting and eating. Clients can qualify for Medicaid nursing facility services if they meet the nursing facility level of care, have an order from a licensed physician, and are screened prior to admission for a history or active treatment of mental illness and/or mental retardation/developmental disabilities according to federal regulations. The Long Term Care Access Services contractor will be responsible for providing information and choice of this service and performing level of care screening for clients seeking nursing facility services.

**Person Centered Planning:** A process for developing a Plan of Care that is directed by the client and/or his or her representative and identifies the client's preferences and requirements. In a person centered system, the client has maximum choice and control over the supports he or she receives. Those requiring support, along with family members or representatives, guide the planning process to ensure that the client's preferences are central to the Plan of Care. This approach actively engages an client's family and encourages use of community networks to develop a flexible and cost-effective plan. Within a person centered system, clients and service providers work in full partnership to guarantee that the person's values, experiences and preferences are central to planning and the delivery of services.

**Plan of Care:** A plan written by the assessor which serves as a guideline for in-home services to be delivered. Development of an average Plan of Care for LT-PCS currently requires approximately 1.5 hours. The client's plan of care will usually not require contact with or documentation from hospitals or other additional entities. The development of the plan of care is carried out by the trained MDS-HC assessor and does require critical thinking skills related to information collected during the assessment process.

**Program of All-Inclusive Care for the Elderly (PACE):** The Program of All-Inclusive Care for the Elderly coordinates and provides all needed preventive, primary acute and long term care services so that older clients can continue living in the community. Clients must be 55 years old or older, live in a PACE provider service area and meet the state's nursing facility level of care. Participation is voluntary. PACE programs are required to provide all Medicaid and Medicare services and are paid on a monthly capitated basis. PACE in Greater New Orleans began operation in September 2007. A PACE program in Baton Rouge began in July 2008, and another PACE location is being planned for the near future. The Long Term Care Access Services contractor will be responsible for providing information and making referrals to PACE and performing level of care screening for clients seeking PACE services.

**Reassessment:** An assessment which is done as a result of a change in client status (change reassessment) or at the end of a certification period (annual reassessment). Any reassessment (change or annual) that involves an MDS HC must be performed face-to-face. If the client indicates a change in functional assessment, a face-to-face MDS-HC must be completed at that time. If the client reports a change in caregiver or situation other than functional status

change, a new MDS-HC is not required. Program Rules indicate that the reassessments must be done annually.

**Redacted Proposal:** A proposal in which confidential and/or proprietary information has been removed.

**Regional Single Point of Entry (SPOE):** A designated access point for applicants wishing to obtain information, application, and referral services for long term care programs. Currently the Capital Area Agency on Aging in East Baton Rouge is operating as the pilot regional SPOE for DHH Region 2. As this pilot is developed and evaluated, the current plans are for more regional SPOES to be developed (over the course of the next several years) in additional regions throughout the State. As these Regional SPOES are developed, the state wide Long Term Care Access Services (LTC-AS) contractor will transition the above services to the appropriate SPOE.

**Relationships Map:** A tool utilized in Person-Centered Planning. It provides a visual display of the client's relationships network, the primary source of strength in Person-Centered Planning. The Relationships Map provides a concrete format of natural and community supports that could be included in the planning process and in the care plan. It's also a useful tool to record changes in relationships over time, which allows viewers to see where capacities and shortages for support exist.

**Request for Services Registry (RFSR):** The registry of requestors for waiver services offered by OAAS. The contractor which currently manages the Request for Services Registry is Statistical Resources, Inc (SRI). The Long Term Care Access Services contractor will be required to exchange information with this contractor.

**Routines Map:** A tool which may be used by assessors in the Person-centered Planning process. A Routines Map is a step-by-step account of a typical week in the life of the client. It provides a structured way to analyze the client's routine and identifies specific tasks and activities that occur on a regular basis. This tool visually emphasizes periods of wasted or "down" time and where there are gaps in services/supports. The Routines Map also helps clarify how the client's routine interfaces with the routines of those who provide essential supports.

**Services Consultant Agent:** The LTC-AS contractor will function as the Services Consultant Agent for clients choosing the LA-POP service delivery option. The service consultant will assist the participant in identifying those comprehensive supports needed for the client to maintain independent living in the community. These needs will be addressed in the personal supports plan which the service consultant will help develop. The service consultant will monitor the supports plan and when needed, per the request of the client, will make amendments to the plan.

**Shall:** Denotes a mandatory requirement

**Should:** Denotes a preference, but not a mandatory requirement

**Telesys®:** A proprietary software system currently used by OAAS to house demographic, level of care screening and assessment data for long term care service clients.

**Website for Long Term Care Access Services RFP, supplements and addenda:**  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

**Will:** Denotes a mandatory requirement

## **I. General Information**

### **A. Background**

The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.

DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

The Office of Aging and Adult Services (OAAS) was formed within the Department of Health and Hospitals as a health care reform initiative in 2006. The Office of Aging and Adult Services brings together all of the long-term care programs that serve aging adults and people with adult-onset disabilities. These currently include but are not limited to Medicaid home and community-based long-term care programs, such as the Elderly and Disabled Adult Waiver, Adult Day Health Care Waiver, Long-Term Personal Care Services Program, Nursing Facility services, and upon implementation, the Adult Residential Care Waiver, the Community Choices Waiver, and the Louisiana Personal Options Services Delivery Option.

### **B. Purpose of RFP**

The purpose of this RFP is to solicit proposals from qualified proposers that provide client eligibility screening, comprehensive assessment services, and service planning and telephone-based information and referral in a manner that provides informed choice and access to services to clients seeking long term care services and supports in Louisiana. The LTC-AS contractor solicited through this RFP will play an integral role as the Department transitions to a system of long term care services and supports that provides clients and their families a choice among various long term care settings, services, and providers.

The Office of Aging and Adult Services (OAAS) is working to transform the delivery of long term care services and supports in Louisiana based on guidance from the 2005

“Louisiana’s Plan for Immediate Action: Providing Long-Term Care Choices for the Elderly and People with Disabilities,” and the 2007 “Louisiana’s Plan for Choice in Long-Term Care: Comprehensive Long-Term Care Reform Plan.” Both of these plans outline actions and tasks in five key areas: vision, administrative consolidation and streamlining, long term care services financing, service capacity, and quality management. Action items that are particularly relevant to the work to be done by the LTC-AS contractor are: create regional single entry point agencies; use long term care system elements, including case managers, to prudently manage state costs; perform uniform assessment and objective determination of eligibility for programs; focus on person-centered outcomes when developing care plans for the LT-PCS Program; implement a quality management system; and carry out performance-based contracting.

A contract is necessary to provide improved LTC-AS to support clients in choosing cost-effective services and supports and to bring improved quality management and greater accountability to the long term care system. The contract will bring greater focus on quality management through a focus on client-centered outcomes and improved client monitoring.

**C. Invitation to Propose**

DHH Office of Aging and Adult Services is inviting qualified proposers to submit proposals for services to provide long term care access services in accordance with the specifications and conditions set forth herein.

**D. RFP Coordinator**

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Gina Rossi, LCSW, MHSA  
Program Manager  
Office of Aging and Adult Services  
Department of Health and Hospitals  
628 North 4th Street, Baton Rouge, LA 70821

Telephone Number: (225) 342-1981  
Facsimile Number: (225) 219-0202  
Email: Gina.Rossi@la.gov

2. The final RFP will be available in pdf at the following weblinks on the Department of Health and Hospitals website and the LAPAC site on the Division of Administration website:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

#### **E. Proposer Inquiries**

1. The Department will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web links:  
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>  
Written inquiries should be submitted using the approved Question Format found at the weblink listed above.
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

#### **F. Pre-Proposal Conference**

A pre-proposal conference is not required for this RFP.

#### **G. Schedule of Events**

DHH reserves the right to deviate from this Schedule of Events

<b>Schedule of Events</b>	<b>Tentative Schedule</b>
Public Notice of RFP	TBA
Pre-Proposal Conference	TBA
Deadline for Receipt of Written Questions	TBA
Response to Written Questions	TBA
Deadline for Receipt of Written Proposals	TBA
Initial Proposal Evaluation	TBA
On Site Presentations/Demonstrations	TBA
Proposal Evaluation Begins	TBA
Contract Award Announced	TBA
Contract Negotiations Begin	TBA
Contract Begins	TBA

#### **H. RFP Addenda**

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> and  
<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

## **II. Scope of Work**

### **A. Project Overview**

The contractor will develop, implement and operate an efficient and effective access system for long term care services in Louisiana. The results of the services provided under the resulting contract include, but are not limited to the following:

1. An effective information and referral protocol. This protocol should be fully supported by an integration of long term care services and supports as well as integration of existing Medicaid applications.
2. Streamlined access with information, access, and eligibility processes for all long term care service choices
3. Enhanced public awareness of the access system, and of services and supports choices
4. Accurate eligibility evaluation and screening for Medicaid long term care services and supports
5. Provision of informed choices to consumers with coordination of funding sources
6. Improved communication, avoidance of duplication, and effective utilization of resources
7. Comprehensive assessment of client needs connected to person-centered care planning
8. Streamlined access to services
9. Effective, person-centered Long Term-Personal Care Services client monitoring
10. Improved control over long term care costs
11. Participation in comprehensive and coordinated quality management focused on person-centered outcomes
12. Collection and reporting of data to support contractor performance monitoring, client outcomes tracking and planning
13. Accountability through performance-based contracting
14. Transparency of performance (data) and improved accountability to the public

The result of this contract will be accurate and timely provision of long term care services to qualified elderly and disabled clients, including information and referral services, level of care screening, determination of eligibility and care planning for LT-PCS requestors, and data tracking of all pertinent information.

Key roles of the LTC-AS contractor are to provide objective, accurate eligibility determination to support program management and budget control, and to provide timely client assessment to offer clients real choices of long term care services and settings.



It should be noted that the LTC-AS contractor will not perform any duties other than referral in any geographical region which has a DHH contracted SPOE in operation. DHH currently has a SPOE in operation in Region 2. Another is planned for implementation in Region 7. As noted in Section II.B.1.h., these referrals are to be completed by three-party phone transfer.

The contractor selected for this project will provide information and referral services to persons seeking long term care services. This information will be given in response to telephone inquiries and also include written information to be mailed to persons or families requesting service information. The contractor will conduct a telephone-based functional eligibility screening of potential clients requesting Medicaid long-term care services, including those requesting admission to Louisiana Medicaid-funded Nursing Facilities. The contractor shall use the Louisiana Level of Care Evaluation Tool (LOCET) for this screening function.

The contractor selected for this project will provide comprehensive assessment and care planning to clients seeking and receiving Long Term Personal Care Services (LT-PCS). The contractor shall develop a person -centered Plan of Care for clients choosing the Long Term Personal Care Services program. Where LT-PCS is chosen, clients will be given choices of services provider agencies. Services shall be authorized by the contractor based on the client's Plan of Care. The contractor shall follow-up to confirm that services were started.

The contractor must utilize trained and certified staff to conduct comprehensive assessments of potential Medicaid personal care program clients who meet the State's eligibility requirements, to determine their specific needs for long term care services and supports. The contractor must explain and give the client a choice of Medicaid personal care service delivery options: the Long Term- Personal Care Services (LT-PCS) program or the client -directed Louisiana Personal Options Program (LA-POP) (when available). The contractor will function as the Services Consultant Agency when LA-POP is chosen as the service delivery option.

The contractor shall implement and/or operate software and data base systems as needed to support and report on these activities. See Sections B.1.g. and E. of this RFP.

Delegation of Departmental Responsibilities to the Contractor or Assumption of Contractor Responsibilities by the Department:

Should the Department elect to assume some responsibilities contracted under this RFP or should additional services be desired, the reimbursement amount may be renegotiated based on budgeted cost estimates or actual costs, if performed for greater

than twelve (12) months. The renegotiated reimbursement amount will be based on the costs of Contractor functions assumed by the Department or the estimated costs of new functions the Department is requesting the Contractor to perform.

## **B. Deliverables**

The services to be provided are described below. Deliverables for this contract are grouped according to five broad expected outcomes: (1) effective Information and Referral Services, (2) accurate Level of Care Screening for all requestors of LTC services, (3) accurate and timely Assessment and eligibility determination for LT PCS requestors, (4) effective Care Planning for LT PCS requestors and (5) Internal Quality Management. Effective data tracking and reporting is an integral part of each of these outcomes. All reports, manuals and other documents required by OAAS shall be submitted electronically according to the timelines specified for each.

### **1. OUTCOME #1: Provide Effective Information and Referral Services**

Contractor will provide information and referral services for long term care services and supports throughout the State of Louisiana, providing accurate, comprehensive long term care services and supports program and choice information.

This includes:

1. Office of Aging and Adult Services program options
  - a. Elderly/Disabled Adults
  - b. Adult Day Health Care
  - c. Long Term-Personal Care Services
    - i. Louisiana Personal Options Program (when implemented)
  - d. Program of All-Inclusive Care for the Elderly
  - e. Nursing Facility Admissions
  - f. Community Choices Waiver (when implemented) and/or other new Home and Community Based Services offered by OAAS)
2. Other (non-OAAS) service options (such as
  - a. home health
  - b. homemaker
  - c. chores services
3. Services through other entities offering resources for the aged and disabled adult population, such as:
  - a. the Aging and Disability Resource Center
  - b. Council on Aging
  - c. Governor's Office of Elderly Affairs or
  - d. other community and natural supports, etc.
4. The LTC-AS contractor will refer clients to Medicaid eligibility offices for financial eligibility determination as needed.

**B.1.a. Call Center Location**

The contractor shall establish a call center within the boundaries of the state of Louisiana.

**B.1.b. Automated Call Distributor (ACD)**

The contract shall implement an Automated Call Distributor (ACD) to accomplish queuing for answering calls, and record number of calls received by area code and time of day, timeliness of answering calls, number of abandoned calls, length of calls, where the call originated from according to area code. Record parish in which services are sought, type of caller (client, family, friend or service provider), type of client seeking services (Medicaid or non-Medicaid), type of information sought (information and referral, request for services, complaint, status of service), contractor response to call.

Deliverable: Maintain less than 5 % call abandonment rate during business hours. All calls that are not answered by a live person before the caller hangs up during business hours are considered abandoned. This includes those which roll out to the automatic system. Calls hanging up during the ACD phone greeting message will not be considered abandoned.

Reporting Requirements: Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.c. Provide Information and Referral about long term care services and supports**

Contractor shall provide Information and Referral for long term care services and supports throughout the State of Louisiana through a toll-free (1-800 number) telephone system with prompt (within 3 rings or less) live answering during business hours (8:00 am to 5:00 pm Central Time M-F) excluding holidays (to be determined by mutual consent) to ensure no more than a two (2) minute wait time for callers. After a two (2) minute wait, calls must be rolled over to an automatic attendant for messaging.

Deliverable: Maintain less than 5 % call abandonment during business hours. All calls that are not answered by a live person before the caller hangs up during business hours are considered abandoned. This includes those which roll out to the automatic attendant. Calls hanging up during the ACD phone greeting message will not be considered abandoned.

Reporting Requirements: Number of calls received by area code and time of day; timeliness of answering calls; number of abandoned calls; length of call. Record of Parish in which services are sought, type of caller (client, family, friend or service provider), type of client seeking services (Medicaid or non-Medicaid), type of information sought (information and referral, request for services, complaint, status of service), contractor

response to call. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.d. Promptly return calls and messages**

Promptly return 100 % of all calls and messages within one business day;

Deliverable: 100 % of all calls and messages returned within one business day; obtain 80 % live contacts within one business day. It is acceptable to leave a message on the client's answering machine. But that is not considered a live contact.

Reporting Requirements: Number of incoming calls with messages left after hours; logs on number and timing of returned calls. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.e. Track referrals**

Track choice(s) of options, percentage and number of referrals to OAAS Programs, non-OAAS services, and referrals to services for non-Medicaid clients. Establish & maintain a referrals-made tracking system that identifies category of client and place of referral.

Deliverable: 100% of referrals will be tracked by client category, OAAS Program , non-OAAS Medicaid service, place of referral for non-Medicaid clients.

Reporting Requirements: Daily tally number and percentage of referrals for Medicaid and non-Medicaid clients and percentage of referrals to non-OAAS services. Tally of Medicaid & non-Medicaid referrals to specific places and services to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.f. Provide program choice information**

Provide accurate, comprehensive long term care services and supports program and choice information. A brief overview of the basic programs available to caller, including the services provided and basic eligibility criteria must be given. This will be monitored during QA of phone LOCETs. During a LOCET audit, the client is asked his/ her understanding of the information given during the LOCET phone interview. The contractor must assure that intake specialists and assessors receive adequate training to knowledgeably explain programs and program choices to clients seeking long term care services.

Deliverables: The LTC-AS contractor must give accurate Program Choice information in 95% of calls monitored.

Reporting Requirements: No reporting required of LTC-AS contractor.

**B.1.g. Secure statewide comprehensive data base of long term care service and support resources**

Secure (obtain or use existing) and maintain an up-to-date statewide comprehensive data base of long term care service and support resources. Establish a system to identify local gaps in services and report to OAAS. There are no existing statewide or regional comprehensive databases of long term care services and supports. It is the contractor's responsibility to develop an appropriate database and assure that it is updated. One of the tools the LTC-AS contractor may use is the LouisianaAnswers.com website.

Deliverable: The data base will be in place by the begin date of operations.

Reporting Requirement: Contractor shall submit quarterly reports to OAAS with the dates to show which information updates were completed and the dates of the updates. Report to be received by OAAS by 10<sup>th</sup> of month following the end of the previous quarter.

**B.1.h. Referrals to Regional Single Point of Entry**

Referrals to Regional Single Point of Entry for clients residing in those regions via three-party phone transfer.

Deliverable: 90 % successful live transfers.

Reporting Requirement: Tally to be completed daily of the number of referrals to regional single point of entry; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

OAAS will also conduct quality monitoring on success of actual transfer.

NOTE: Contractor may explore systems which would automate this transfer function, and will be subject to OAAS approval.

**B.1.i. Telephone Call Recording System**

Establish and maintain a Telephone Call Recording System to track time and date of call for quality monitoring purposes. Live monitoring of calls may be done in addition to recorded calls, but not in lieu of recording calls. Recordings must be readily available to OAAS. It is not required, nor is it prohibited, that 100% of calls be recorded. OAAS may monitor live calls.

Deliverables: Information and choices are clear, understandable, accurate, and conveyed in a respectful manner. Also see Section B.1.f., "Provide Program Choice Information."

Reporting Requirements: Recordings must remain available for OAAS review for at least a 3-month period for the duration of the entire contract period.

**B.1.j. Provide written information**

Provide written information to clients and families seeking long term care services and as prescribed by OAAS program rules and requirements. Contractor shall mail the OAAS & non-OAAS program materials and forms.

The contractor shall provide written program information in accessible (6<sup>th</sup> grade reading level) and multi-lingual formats which are culturally appropriate and sensitive, including program descriptions, rights and responsibilities, program choices and appeal rights to clients as needed and as defined by OAAS protocols. If an interpreter is required for in-home MDS-HC assessments, the LTC-AS contractor shall supply one.

Currently the volume of outgoing mail is approximately 3-6 times the number of clients. The contractor may be required to develop written materials if existing materials are not available. The contractor will be responsible for paying for printed material. Postage cost is not a pass-through item. All materials must be approved by OAAS. Information is subject to be changed at any time. The contractor is responsible for costs, compilation, and distribution of printed materials described as "written information" and "Freedom of Choice."

Deliverable: 100 % mailed within three business days of inquiry or request.

Reporting Requirement: Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.1.k. Automated Correspondence Tracking System**

Establish and maintain an automated Correspondence Tracking System to track request, completion and timeliness.

Deliverable: Correspondence Tracking System will be operational by Contract start date. 100% of all correspondence will be tracked for

- precipitating event, i.e.,
  - call requesting information (See also Section B.1.k., Provide Written Information)
  - completion of LOCET, (See also Section B.2.d., Appropriate notices for LOCET determinations)
  - MDS-HC completion for LT-PCS client (See also Section B.3.e., Maintain Timeliness for LT-PCS Processing and Glossary, "Eligibility Determination Date.")
  - Plan of Care completion for LT-PCS client (includes initial, annual reassessment and change reassessment) See also Glossary, "Eligibility Determination Date."

- Response by Contractor
  - Number of days elapsed from precipitating event to mailing date of written information
  - Form number of each letter sent

Reporting Requirement: Record number and types of requests; time elapsed to response. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

## **2. OUTCOME # 2 : LEVEL OF CARE Screening for all LTC AS requestors :**

Perform universal screening telephonically for all requestors of Long Term Care Services administered by OAAS, including but not limited to EDA Waiver and ADHC Waiver requestors, LT-PCS Requestors and those requesting admission to Nursing Facilities in Louisiana. Upon implementation, those requesting admission to the ARC waiver services will also be added to this population requiring screening for Level of Care status.

### **B.2.a. Check Medicaid eligibility**

Check Medicaid eligibility through the on-line Electronic Medicaid Eligibility Verification System (EMEVS) or other system as specified by OAAS. If client is not enrolled in Medicaid, provide information about Medicaid eligibility and refer or transfer client by telephone to appropriate Medicaid contact for their region.

Deliverable: 100 % of non-Medicaid referred to Medicaid eligibility office within one business day.

Reporting Requirement: Number of clients referred to Medicaid eligibility by date and time. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

### **B.2.b. Screening for Level of Care eligibility for all LTC requestors by LOCET**

Determine functional eligibility for all LTC requestors by completing the Level of Care Evaluation Tool (LOCET) accurately and timely, using 100 % LOCET-trained staff. This includes screening for all HCBS programs administered by OAAS and screening for all who request Nursing Facility admission.

Deliverable A: 100 % of the telephone counselors will be LOCET-certified by OAAS. Identify and track clients meeting Pathway 1, 2, 6, 7; and 3, 4, 5; and nursing facility resident clients.

Deliverable B: 95 % of LOCETs for persons currently in hospitals and under supervision of Adult Protective Services will be completed on the same day of the phone request. 100 % of LOCETs for persons currently in hospitals and under supervision of

Adult Protective Services will be completed within 2 business days of the phone request.

Deliverable C: 100 % of LOCETs for persons currently in Nursing Facilities will be completed within 2 business days of the phone request.

Deliverable D: 95 % of LOCETs for persons not in the above groups will be completed on the same day of the phone request, with 100 % completed within 5 business days of the call.

Reporting Requirements: Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month. Number of LOCETS initiated; logs detailing source of request (i.e., hospital, Adult Protective Services, nursing facility or other), date of initiation and time of completion. OAAS Quality Monitoring on LOCET worker certification and Level of Care determination accuracy.

**B.2.c. Make appropriate Level of Care screening decisions for LOCET clients**

Determine if client meets Level of Care criteria with LOCET. Send denial notice and, if applicable, appeal rights to client. Appeal rights are given any time there is a reduction, termination, or denial.

Deliverable: 95 % of LOCETs match OAAS Quality Monitoring audit findings.

Reporting Requirements: Number of clients meeting level of care identified by Pathway.

NOTE: The assessors receive sufficient training and written guidelines to allow them to determine the outcome of level of care screening decisions and eligibility determinations (using MDS-HC). OAAS personnel and the medical director of DHH are also available for further review of troublesome cases.

**B.2.d. Appropriate notices for LOCET decisions**

Send denial notice and appeal rights to client as appropriate, or send program acceptance form to client and forward returned choice form to data management contractor. Appeal rights are given any time there is a reduction, termination, or denial.

Deliverable: 95% of notices sent out are appropriate for the decision made. 100% are mailed within three business days of the LOCET decision date.

Reporting Requirement: Number of LOCET decisions by type (approval, pending, denial), number of letters sent identified by form number and dates of mailing. Tally to be



completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.2.e. Informal reconsideration of eligibility determination**

The contractor will provide a system of informal reconsideration staffed by supervisory personnel to resolve grievances concerning contractor staff actions and decisions. Clients seeking redress may choose to use this internal process of reconsideration to resolve their issue(s) or may proceed directly to a formal appeal.

**B.2.f. Participate in Appeal Process for all LOCET Appeals**

Upon receipt of notice of docketed LOCET appeal from the DHH Bureau of Appeals, prepare appeals packet which includes Summary of Evidence and all documentation necessary to uphold the decision made on the LOCET. Send the appeals packet to the Bureau of Appeals within five business days of receipt of the notice of docketed appeal. Provide for the Intake Analyst who conducted the LOCET interview and a supervisor to attend the hearing and provide testimony. OAAS will also be represented in hearings. Appeal hearings are conducted by use of telephone conferences. In very rare instances, a hearing may be conducted in person.

Deliverable A: 100% of LOCET appeals packets are sent to the Bureau of Appeals within 5 business days of the contractor's receipt of the notice of docketed appeal.

Reporting Requirement: Number of docketed LOCET appeal notices received, number of LOCET appeal packets sent to Bureau of Appeals. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

Deliverable B: In 95% of LOCET appeals heard by the Bureau of Appeals, the actual Intake Analyst who performed the LOCET interview is available to provide testimony at the appeal hearing.

Reporting Requirement: Number of LOCET appeals heard, number of LOCET appeals heard in which actual Intake Analyst who performed the LOCET interview was available to provide testimony at the appeal hearing, outcome of all appeals heard. Percentage of appeal decisions in which the original decision is overturned by the Bureau of Appeals. Daily tally reported monthly. Reports delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.2.g. Random Monitoring of Telephonic LOCET Interviews**

For an initial period, DHH will perform random monitoring of LOCET Intake Analysts as they conduct telephonic LOCET screening interviews. The interview will be monitored

for accuracy of information, appropriateness of scoring LOCETs and general management of the phone interviews.

After the initial period, the LTC-AS contractor will assume responsibility for this monitoring and will submit reports to OAAS as described. OAAS reserves the right to randomly monitor phone communication on an unannounced basis.

Deliverable: Transfer of responsibility for this function will occur. 5% of calls monitored on weekly basis. For monitored calls, 95% accuracy noted (initially by OAAS monitoring and then routinely by contractor self-monitoring).

Reporting Requirements: Weekly tally of monitored calls, reported monthly of Intake Analyst name, areas of deficiencies, course of actions taken to resolve the noted deficiencies. Reports must be delivered by the 10<sup>th</sup> of the month for the prior month.

#### **B.2.h. Conduct LOCET Audit weekly**

To monitor accuracy of telephonic LOCETs, face-to-face interviews must be conducted on a random sample of LOCET clients within the week of the current telephonic LOCET. A statistically valid sample of initial LOCETs will be audited. The sample size will be determined using a power analysis or a similar method. The estimated sample size, based on historical performance, is 378 completed audit LOCETs per year.

Deliverable: 95 % agreement rate between LOCET initial decision (from telephonic interview) and LOCET Audit findings.

Reporting Requirements: Weekly audits to be delivered monthly, by the 10<sup>th</sup> day of the month for the previous month.

#### **B.2.i. Information sharing with Registry contractor**

Share updated information with the registry contractor electronically as specified by OAAS.

Contractor must share updated standardized enrollment transactions with the registry contractor as specified by OAAS and is required to exchange data with the Medicaid fiscal agent registry contractor (Request for Services registry), financial management services agency, regional single entry point agencies (for transfer of clients) and others as required by OAAS. An itemization of data exchanged and data exchange formats will be provided post-award.

Deliverable: 100 % shared/provided within one business day.

Reporting Requirement: Number of updates, time and date sent. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.2.j. Perform additional LOCET if needed per OAAS Protocol**

Conduct additional Level of Care Evaluation Tool screening, as needed, if the client's eligibility determination documents have expired or when a client reaches the top of the Request for Services Registry waiting list.

Deliverable: LOCET completed within five business days for clients residing in the community, or within 2 business days for clients residing in nursing facilities or hospitals or on the adult protective services list.

Reporting Requirements: Time and date of LOCET initiation and time and date of LOCET completion reported by client residence/location. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.2.j. Update and share demographic info**

If informed of a change of residence or telephone numbers, update software system and provide or demographic information to registry contractor to update the Request for Services Registry.

Deliverables: Upon learning new client contact information update software system within one business day and contact registry contractor within two business days.

Reporting Requirements: Record and report monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**3. OUTCOME # 3: Perform Assessment and Eligibility Determination for LT PCS**

Provide accurate and timely comprehensive assessment and care planning to clients seeking and receiving

Long Term Personal Care Services (LT-PCS) initial assessment, change of status reassessment and annual reassessment as required by OAAS protocol.

**B.3.a. Face-to-face assessments**

Conduct face-to-face client assessment for Personal Care programs only (LT-PCS and LA-POP when implemented) using MDS-HC instrument and process. Provide Freedom of Choice of provider information.

Deliverable A: 100 % of assessors must be LOCET and MDS-HC certified by OAAS. Assessment staff will also be required to have ongoing, in-service training. Utilize sufficient staff statewide to meet the timeliness requirements for completing assessments.

Deliverable B: Timeliness requirement: 90 % within 2 business days of LOCET Level of Care screening decision for clients in hospitals or verified Adult/Elderly Protective Services clients.

Deliverable C: 90 % within 10 business days from LOCET Level of Care screening decision for clients in community living situations or residing in nursing facilities.

Reporting Requirements: Record number, date, time and place of assessments made; number of days elapsed from LOCET approval notice mailing to MDS-HC assessment date. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.3.b. Present choice of Personal Care Programs when LA-POP is Implemented**

Explain and give the client a choice of type of Personal Care program: Long Term-Personal Care Services or the client-directed Louisiana Personal Options Program, where applicable.

Deliverable: 100 % of clients have choice of program explained in a clear, understandable, accurate and unbiased manner.

Reporting Requirements: OAAS Quality Monitoring will develop reporting requirements.

**B.3.c. Self-Direction Assessment when LA-POP is Implemented**

For clients choosing the client-directed Louisiana Personal Options Program, conduct the Self-Direction Assessment.

Deliverable: 100 % of clients expressing interest in Louisiana Personal Options Program given the Self-Direction Assessment. Documentation of the Self-Direction Assessment is placed in the client file.

Reporting Requirements: Tally to be completed daily the number of clients given choice of program and self-assessment; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month. Upon random file audit by OAAS, 95 % of files for LA-POP clients are found to contain the Self-Direction Assessment.

**B.3.d. Make appropriate Eligibility determinations for LT-PCS clients**

Determine if client meets eligibility criteria with MDS-HC.

Deliverable: 95 % of LOCETs match OAAS Quality Monitoring audit findings.

Reporting Requirements: Number of clients meeting eligibility identified by Pathway. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

NOTE: The assessors receive sufficient training and written guidelines to allow them to determine the outcome of eligibility determinations. OAAS personnel and the medical director of DHH are also available for further review of troublesome cases.

**B.3.e. Maintain timeliness for LT-PCS Case Processing**

Perform all necessary review, revision and quality measures on LT-PCS cases within time frames prescribed by OAAS. Timeliness will be determined from the following:

- Date of initial face-to-face assessment or annual face-to-face reassessment (Item A.1. on MDS-HC)
- Eligibility Determination Date (See Glossary, "Eligibility Determination Date.")

Deliverable: In 95 % of LT-PCS cases, the Eligibility Determination Date is no more than 10 business days from the date of the initial or reassessment face-to-face assessment. In 100 % of LT-PCS cases, the Eligibility Determination Date is no more than 15 business days from the date of the initial or reassessment face-to-face assessment.

Reporting Requirements: Number and percentage of LT-PCS cases in which the Eligibility Determination Date is 10 or fewer business days from the MDS-HC Item A.1. date.

Number and percentage of LT-PCS cases in which the Eligibility Determination Date is greater than 10 business days from the MDS-HC Item A.1 date.

Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.3.f. Participate in Appeal Process for all LT-PCS Appeals**

Upon receipt of notice of docketed LT-PCS appeal from the DHH Bureau of Appeals, prepare appeals packet which includes Summary of Evidence and all documentation necessary to uphold decisions made on LT-PCS cases. This includes denial decisions as well as the number of service hours approved for LT-PCS clients. Send the appeals packet to the Bureau of Appeals within five business days of receipt of the notice of docketed LT-PCS appeal. The MDS-HC assessor who conducted the MDS-HC assessment and a supervisor must attend the hearing and provide testimony. OAAS will also be represented at the hearings. Appeal hearings are conducted by use of telephone conferences. In very rare instances, a hearing may be conducted in person.

Deliverable A: 100% of LT-PCS appeals packets are sent to the Bureau of Appeals within 5 business days of the contractor's receipt of the notice of docketed LT-PCS appeal.

Reporting Requirement: Number of docketed LT-PCS appeal notices received, number of LT-PCS appeal packets sent to Bureau of Appeals. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

Deliverable B: In 95% of LT-PCS appeals heard by the Bureau of Appeals, the actual assessor who performed the MDS-HC assessment is available to provide testimony at the appeal hearing.

Reporting Requirement: Number of LT-PCS appeals heard, number of LT-PCS appeals heard in which actual the MDS-HC assessor who conducted the MDS-HC assessment was available to provide testimony at the appeal hearing. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

#### **B.3.g. Appropriate notices for MDS-HC Eligibility determinations**

Send appropriate notices to clients receiving MDS-HC assessments, including approval notices, denial notices and appeal rights to client as appropriate, based on eligibility determination.

Deliverable: 95% of notices sent out are appropriate for the determination made. 100% are mailed within three business days of the Eligibility Determination Date.

Reporting Requirement: Number of MDS-HC determinations by type (approval, denial), number of letters sent identified by form number and dates of mailing. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

### **4. OUTCOME #4: Develop Plan of Care for LT-PCS Requestors**

Develop Person-Centered Plan of Care for all LT-PCS Requestors who meet eligibility requirements, utilizing OAAS protocols.

#### **B.4.a. Person-Centered Plan of Care**

Develop person-centered Plan of Care for Long Term-Personal Care Services and Louisiana Personal Options Service delivery option (when implemented) clients during face-to-face assessment visit. Provide a hardcopy of the plan of care to the client during the face-to-face in-home assessment.

Deliverable A: 95 % of plans of care are developed during face-to-face assessment visit. 100 % of plans of care are developed within 5 business days of the face-to-face assessment visit.

Deliverable B: 90 % are revised within 10 business days when client's needs change (client file audit). 100 % are revised within 15 business days of a reported client needs change.

**Deliverable C:** All of the client's needs, as identified through the comprehensive assessment process, are addressed in Plan of Care. The personalized plan will incorporate informal and other community supports. Upon random file audit by OAAS, 80 % of files audited by OAAS are found complete.

**Reporting Requirements:** Record number, date, time and place of care plans developed (or revised for change assessments). Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.4.b. Provide LT-PCS client with choice of provider agency**

During face-to-face assessment and plan of care development visit, provide Long Term-Personal Care Services client with choice of service provider agency. Assist client in choosing service provider agency. Contact selected agency by phone and confirm availability and start date of services. Enter provider agency confirmation information into client file.

**Deliverable:** 100 % of clients are given choice of service provider. 80 % of confirmations are obtained during face-to-face visit. 90 % of confirmations are obtained within five business days.

**Reporting Requirements:** Record number, date, and time of provider confirmations received. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.4.c. Distribute Plan of Care for non-LA-POP LT-PCS requestors**

Send Plan of Care to Provider. Send Plan of Care to Department Fiscal Intermediary and/or registry contractor.

**Deliverable:** 100 % sent within two business days of telephone confirmation of services availability.

**Reporting Requirements:** Record number, date and time of Personal Care Plans sent to providers; Number, date and time of Personal Care Plans sent to fiscal agent and registry contractor. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

**B.4.d. Distribute LA-POP Plan of Care (when LA-POP Implemented)**

For clients choosing Louisiana Personal Options Service delivery option (when implemented), the contractor will provide Plan of Care to the client, the Financial Management Service (payroll) agency, and electronically provides it to the Medicaid fiscal agent and/or registry contractor. It is anticipated that the POC will be sent to the contractor who issues prior authorization.

Deliverables: 100 % sent within two business days of receipt of Personal Supports Plan.

Reporting Requirements: Record number, date and time of Louisiana Personal Options Plans of Care sent to clients, financial management services agency and fiscal agent and/or registry contractor. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

#### **B.4.e. Periodic reassessments**

Perform periodic (annual/change) reassessment using the current authorized version of the MDS-HC and according to program rules. A periodic MDS-HC assessment will be conducted within a shorter time frame than annually if the client has had changes in condition. Periodic assessments which arise because of client-reported changes in supports or residence environment do not require face-to-face interviews. The contractor is responsible for making the determination of whether a face-to-face interview is required based on application of OAAS protocol. The client is responsible for reporting changes to the contracted agency.

Deliverables: 100 % of annual assessments must be completed within days 305-351 of current certification period. (See glossary item, Certification Period.) 90 % of change-in-condition assessments completed within 10 business days of identification of change.

Reporting Requirements: Record number, date and time of reassessments by annual and by changed condition. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.

#### **B.4.f. Phone follow-up to confirm service delivery**

Follow-up by phone with client to confirm services were initiated after issuance of Prior Authorization by registry contractor or Medicaid Fiscal Intermediary. If services were not started as scheduled, contact service provider to remedy problem, or work with client to choose another service provider to begin services. Inform Medicaid Fiscal Intermediary and/or registry contractor of changes in provider.

Deliverables: 90 % of clients are contacted to confirm service delivery status within 2 business days of services start date.

Reporting Requirements: Record number and date and time of follow- ups for services initiation. Tally to be completed daily; reported monthly. Reports must be delivered by the 10<sup>th</sup> day of the month for the prior month.



## **5. Outcome #5: Internal Quality Management**

### **B.5.a. Develop Written Policy Manual**

Develop a written and an electronic Policy and Procedures Manual that describes the contractor policies and procedures for the contractor activities.

Deliverable: Submit Policy and Procedures Manual to OAAS within one month of start date of operations for review and approval by OAAS. Cooperate with OAAS to develop and maintain the protocols and business rules designed for the LTC-AS.

Reporting Requirements: Policy and Procedure will be submitted for review and approval by the contractor to OAAS within one month of start of operations. OAAS will review and will approve or provide comments.

### **B.5.b. Quality assurance / quality improvement plan**

Develop and implement an internal compliance and quality assurance/quality improvement plan.

Deliverable A: Submit the plan to OAAS within two months of start date of operations for review and written approval.

Deliverable B: Update the plan, based on lessons learned, at least annually, and submit to OAAS for review and approval.

Reporting Requirement: Submit report of internal quality program findings and results to OAAS quarterly.

### **B.5.c. Quality of screenings and assessments**

The contractor shall institute internal quality measures whose goal is 100% of client screenings and face-to-face assessments are done accurately and completed timely.

Deliverables: 100 % of Plans of Care are person centered, address all client needs, and clients are given choices of services, settings, and service providers according to OAAS rules and procedures.

Reporting Requirements: Reports of internal quality program findings to be submitted quarterly.

### **B.5.d. Responsibility for Telephonic LOCET Monitoring**

For an initial period, OAAS will perform random monitoring of contractor staff, including but not limited to LOCET Intake Analysts as they provide information to callers and conduct telephonic LOCET screening interviews. The calls will be monitored for

accuracy of information, appropriateness of scoring LOCETs and general management of the phone interviews.

After the initial period, the LTC-AS contractor will assume responsibility for this monitoring and will submit reports to OAAS in a format which OAAS will supply. OAAS reserves the right to randomly monitor phone communication on an unannounced basis.

Deliverable: 95 % of LOCET screening phone calls will be found without deficiency noted.

Reporting Requirement: Report delivered to OAAS by the 10<sup>th</sup> of the month for the previous month's activity.

#### **B.5.e. Complaint and grievance process**

The contractor will respond to and work to resolve client complaints about Long Term-Personal Care Services (LT-PCS) program service delivery and service providers. The contractor will refer and work with the service agency to resolve complaints about provider agency workers. The contractor will work directly with the provider agency and the client to resolve complaints about the provider. If resolution is not possible, the contractor must refer the complaints to OAAS.

Deliverable: A complaint and grievance process will be submitted to OAAS within 15 days of start of operations.

Deliverable: Client complaints concerning the contractor's staff regarding inappropriate conduct or conflict of interest must be followed by a written report of the incident to the OAAS within 48 hours of the reported complaint

Deliverable: 100% of all client complaints concerning alleged neglect, abuse, exploitation, injuries of unknown origin, and/or misappropriation of client property will be handled according to state law. Complaints shall be reported to Adult Protective Services or Elderly Protective Services immediately upon discovery.

Reporting Requirement: Number of type of complaints reported each month. Report delivered to OAAS by the 10<sup>th</sup> of the month for the previous month's activity.

#### **B.5.f. Customer Satisfaction follow-up survey**

Contractor shall conduct a client satisfaction follow-up survey based on the Customer Satisfaction survey as approved by OAAS, using a minimum 5 % sample of clients. OAAS will mandate that certain questions are asked. Contractors may develop additional

questions for its Quality Improvement purposes. OAAS will approve all surveys before implementation.

Deliverable: 90 % of clients are satisfied or very satisfied with each stage/component for access services.

Reporting Requirement: The LTC-AS contractor shall submit a report of the consumer satisfaction surveys administered every 6 months.

### **C. Additional Task – Monthly and Quarterly Client Contact**

Described below is an additional duty OAAS may exercise the option of phasing in during the term of the LT-PCS contract. The contractor awarded the contract must be able to implement the following:

This task involves expanding the functions of the LTC-AS assessors. Assessors are now responsible for face-to-face client assessment, program eligibility determination, and developing a plan of care for the eligible clients. The Office of Aging and Adult Services is considering expanding those functions to include on-going client monitoring (monthly telephone contacts and quarterly client visits) as part of its quality management system.

#### ***Monthly and quarterly client contact***

The contractor will verify that services are continuing as described in the current Plan of Care, and to verify that the client or personal representative is successful with fiscal management of the service provider, if LA-POP is the chosen service delivery option.

### **D. Turnover**

The Proposer shall submit, with its response to this RFP, a takeover/ transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another vendor at the end of the contract's term. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the following stipulations:

Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of this contract shall become the property of the Department;

In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to the Department or new vendor within the agreed upon time frame;

Upon termination of contracted services, all equipment purchased under this agreement shall revert to the State. The Contractor agrees to deliver any such equipment to the State within the pre-determined time frame.

The takeover/transition plans must be adhered to within 30 calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

## **1. Transfer of Software, Data and Materials**

At the end of the Contract, the Contractor will transfer ownership and possession of all software, data purchased or developed under the Contract and any other materials or property deemed to be a product of this project to DHH, or a new Contractor as directed by DHH, within the timelines specified by DHH. The Contractor will be responsible for all costs related to transferring these assets to DHH or DHH's designee. All transferred data must be compliant with HIPAA requirements.

### **a. Software and Source Code**

- i. The Contractor agrees that free of any additional charges, all rights to software and source code or modifications thereof and documentation related to the design, development, and installation of programs related to the LTC-AS is the property of the State of Louisiana.
- ii. The parties acknowledge that other software which is not developed or designed by Contractor in whole or in part with state funds under this or any other prior agreement between the parties may be proprietary to the Contractor or third parties and that it may not be possible to convey such proprietary software to the Department. Contractor must notify the Department in writing of any claim that software is proprietary prior to use of such allegedly proprietary software in performance of this contract. When conveyance of title to the Department for software is required, the Contractor will convey to the State the maximum license rights permitted under any third party proprietary software license. Contractor will convey a perpetual, non-exclusive personal license to the Department for its use of the Contractor's proprietary software which the Department has approved for use in performance of the contract.

### **b. Data and Materials**

- i. All relevant data and materials must be received and verified by DHH or DHH's designated Contractor. If DHH determines that not all data and materials related

to the Contract is transferred to DHH or the subsequent Contractor, as required, or that the data is not HIPAA compliant, DHH reserves the right to hire an independent Contractor to assist DHH in obtaining and transferring all the required data and to ensure that all the data is HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the Contractor.

## **E. Liquidated Damages**

The purpose of establishing and imposing liquidated damages is to provide a means for DHH to obtain the services and level of performance required for successful operation of this Contract.

DHH's failure to assess liquidated damages in one or more of the particular instances described here must in no event waive the right for DHH to assess additional liquidated or actual damages. DHH reserves the right to pursue recovery of actual losses resulting from the failure of the Contractor to perform, in addition to the specific liquidated damages noted. Should the Contractor fail to meet the requirements during the Contract, DHH will assess liquidated damages against the Contractor in the amounts specified.

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
  - a. Late submission of any required report - \$50 per working day, per report.
  - b. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
  - c. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
  - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
  - e. For initial face-to-face assessments, DHH will pay 100 % of the per assessment amount if the assessment is completed within two working days from initial contact (or from completion of LOCET) for clients in hospitals, or identified / verified Adult Protective Services or Elderly Protective Services clients. For assessments completed from three to fourteen working days from initial contact (or completion of LOCET), DHH will withhold 25 % of the per assessment amount.

- f. For initial face-to-face assessments, DHH will pay 100 % of the per assessment amount if the assessment is completed within ten working days from initial contact (or completion of LOCET) for all other Medicaid clients in community living situations or nursing facilities. For assessments completed from eleven to thirty working days from initial contact (or completion of LOCET), DHH will withhold 25 % of the per assessment cost.
  - g. Late LOCET Decision Letters - Contractor will be assessed \$50.00 per day for each day beyond the 3<sup>rd</sup> day that a LOCET letter is not mailed out.
- 2. The following general provisions apply:
  - a. Liquidated damages will start to accumulate immediately upon the Contractor's deficiency.
  - b. Liquidated damages stop accumulating upon written acceptance by DHH of Contractor's corrective action.

DHH must notify the Contractor in writing for any default specified herein, and such liquidated damages will be paid by the Contractor within 30 calendar days of DHH's written notice. DHH must have the right to deduct the amount of any liquidated damages assessed by DHH against the Contractor from amounts otherwise payable to the Contractor under the Contract. DHH will provide written notice ten days prior to the assessment of any liquidated damages. This notice will allow the opportunity for a written response to DHH within the ten-day period regarding any considerations that may be applicable to the liquidated damages being considered.

Except as noted otherwise Calendar day versus business day rules apply; and if a deficiency is corrected during the "cure period," then liquidated damages will not be assessed, which is intended to allow correction of the accuracy and/or timelines deficiency without penalty. However, if a deficiency is not corrected during the specified "cure period", then all liquidated damages from the start of the deficiency, including the "cure period", may be assessed. The Contractor must be held accountable for providing all services and meeting all requirements defined by this RFP.

- 3. The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - a. The duration of the violation;
  - b. Whether the violation (or one that is substantially similar) has previously occurred;
  - c. The Contractor's history of compliance;
  - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
  - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

DHH may assess a liquidated damage of up to \$500 per calendar day for each instance of Contractor breach of non-performance of a duty that is not explicitly identified in each outcome's performance measures. The Contractor must report all instances of non-performance to DHH as soon as the non-performance issue is detected by submitting an initial incident summary report. The initial incident summary report must be submitted in writing and via e-mail (including text message, pager, and any other relevant form of communication as determined by DHH) to DHH within 24 hours of the incident. A detailed incident report must be submitted in writing and via e-mail to DHH within seven (7) calendar days of the incident.

#### **F. Fraud and Abuse**

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud. In the event fraud or abuse is detected the contracted agency shall contact the Medicaid Fraud hotline at toll free (800) 488-2917 and/or the Adult Protective Services Hotline at (800) 898-4910 or (225) 342-9057.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

#### **G. Technical Requirements**

OAAS is requiring that the LTC-AS contractor use several existing applications and data systems owned by OAAS or its contractors.

The contractor must have the technology and capacity to provide data access and reporting at the client case level as well as allow for data aggregation and analysis. The system must provide ability to perform quality management and compile performance based monitoring reports at the user level.

OAAS must have the ability to readily access all data for areas such as quality reviews, program performance, client satisfaction, and effectiveness of service delivery and utilization. Data must be readily available for special ad hoc reports which will support OAAS in the development of budget and forecasting, internal and external quality indicators, quality management activities, and quality management reports for use by internal and external stakeholders.

Details of Data Exchange Requirements with RFSR Contractor:

The RFSR is accessed via the use of LAWRIS, which is a web based application that is maintained by the registry contractor.

Data relative to the RFSR will be submitted electronically to an OAAS Third Party Contractor. The current registry Contractor is Statistical Resources, Inc. The data elements/structure/db languages are normalized, relational, SQL databases with elements from Request for Services registry Data Element Dictionary. The electronic interface for information sharing between the registry contractor and the LTC-AS contractor consists of data exchanges which are performed using SOA publication of data view and data consumers will download the view, perform any ETL needed.

Utilize the following software and data base systems, and others as required by OAAS:

- a. Electronic Medicaid Eligibility Verification System (EMEVS)
- b. Telesys® for LOCET and MDS-HC
- c. Electronic plan of care
- d. Access related items of the Client Satisfaction Survey
- e. Interface (exchange data) with the Medicaid fiscal intermediary, registry contractor (Request for Services Registry), financial management services agency, regional single entry point agencies (for transfer of clients) and others as required by OAAS.
- f. Statewide long term care services and supports resources database which is developed and updated by the contractor.

The contractor's production reports must be established to performance-based, date-specific requirements for all activities of the contract. The system must produce and track OAAS specified forms, letters, correspondence and any other data required in this RFP. The system must contain messaging and workflow monitoring modules that do not depend upon e-mail.

The Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;



- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

## **H. Subcontracting**

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
- b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

## **I. Insurance Requirements**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

### **1. Contractor's Insurance**

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

### **2. Compensation Insurance**

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles Insurance

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain

insurance of the same nature and in the same amounts as required of the Contractor.

#### **J. Resources Available to Contractor**

The Office of Aging and Adult Services will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

#### **K. Contact Personnel**

All work performed by the contract will be monitored by the contract monitor:

Gina Rossi, LCSW, MHSA  
Department of Health and Hospitals  
Office of Aging and Adult Services  
Single Point of Entry Program Manager  
628 North 4<sup>th</sup> St., P.O. Box 2031  
Baton Rouge, LA 70821-2031  
Phone: 225-342-1981  
Email: [Gina.Rossi@LA.GOV](mailto:Gina.Rossi@LA.GOV)

#### **L. Term of Contract**

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of three years. There may be a possible extension for an additional 24 month period, however, all contracts extending beyond the original 36 months must be approved by the Joint Legislative Committee on the Budget (JLCB). The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### **M. Payment**

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of OAAS.

This Request for Proposal will result in the execution of a performance-based contract. The Contractor will be paid on a monthly basis based on meeting the objectives and deliverables for all components required under the contract and achievement of key performance standards.

In addition, key LTC-AS performance activities have been selected and will be measured. An annual 10 % retainage will be established under the contract resulting from this RFP.

These funds will be released on an annual basis contingent upon satisfactory achievement of deliverables.

### **III. PROPOSALS**

#### **A. General Information**

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

#### **B. Contact After Solicitation Deadline**

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

#### **C. Rejection and Cancellation**

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject any or all proposals received in response to this solicitation.

#### **D. Award Without Discussion**

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

#### **E. Assignments**

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

#### **F. Proposal Cost**

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price.

## **G. Ownership of Proposal**

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

## **H. Procurement Library/Resources Available To Proposer**

Relevant material related to this RFP will be posted at the following web address:

LOCET User Intake Manual, Version 2.0, Release date 01/12/2010:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25>

SHARe Overview; Training Materials; Policy Documents; Forms:

<http://www.dhh.louisiana.gov/offices/page.asp?ID=105&Detail=9014>

Additional SHARe Information (added 10/01/2009):

<http://www.dhh.louisiana.gov/offices/publications.asp?ID=105&Detail=2586>

LT-PCS Provider Manual for Personal Care Services:

<http://www.lamedicaid.com/provweb1/manuals/manualsindex.htm>

## **I. Proposal Submission**

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one electronic copy and 10 hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:

Mary Gonzalez

Department of Health and Hospitals

Division of Contracts and Procurement Support

628 N 4<sup>th</sup> street 5th Floor

Baton Rouge, LA 70802

If delivered via US Mail:

Mary Gonzalez

Department of Health and Hospitals

Division of Contracts and Procurement Support

P.O. Box 1526

Baton Rouge, LA 70821-1526

## **J. Proprietary and/or Confidential Information**

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:  
  
"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."
4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY." The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

#### **K. Proposal Format**

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

#### **L. Requested Proposal Outline:**

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

#### **M. Proposal Content**

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a

breakdown of proposed costs- Work samples may be included as part of the proposal.

2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.
4. All proposal pages should be clearly numbered.
5. Introduction/Administrative Data
  - a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH OAAS as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
  - b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
  - c. This section should also include the following information:
    - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
    - ii. Name and address of principal officer;
    - iii. Name and address for purpose of issuing checks and/or drafts;
    - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
    - v. If out-of-state proposer, give name and address of local representative; if none, so state;
    - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;



- vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
  - viii. Proposer's state and federal tax identification numbers.
- d. The following information must be included in the proposal:
- i. Transmittal Statement: The proposer must sign and submit the attached Transmittal Statement (See Attachment I).
  - ii. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
  - iii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
  - iv. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

**Work Plan/Project Execution** The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
- d. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
  - i. **Appropriate staff volume**  
The contractor will provide sufficient numbers of staff with the requisite experience and training to perform the above listed functions in accordance with the specified performance criteria.

- ii. Telephone counselors  
Telephone counselors (information and referral specialists) shall have a bachelor's degree in a human services field, at least one year of experience in working with older adults or persons with disabilities and be trained on the use of the Level of Care Evaluation Tool (LOCET) as conducted by OAAS. The OAAS will provide initial LOCET training to the contractor. The contractor must establish its own ongoing, in-service training program to maintain and update competencies.
  - iii. Client assessment specialists  
Client assessment specialists shall have a bachelor's degree in a human services field or be a Louisiana licensed Registered Nurse (RN), have at least one year of experience in working with older adults or persons with disabilities and be trained and certified by OAAS in use of the MDS-HC Version 2.0 assessment instrument. The OAAS will provide initial MDS-HC Version 2.0 training to the contractor. The contractor must establish its own ongoing, in-service training program based on state guidelines to maintain and update competencies.
  - iv. Supervisor of client assessment specialists  
The supervisor of the client assessment specialists must have an RN degree, at least one year of experience in working with older adults or persons with disabilities, and at least two years of experience supervising human services professionals.
  - v. Management positions  
Staff assigned to other management positions, such as quality management and program compliance, must have a bachelor's degree and at least one year of experience in the human services field.
  - vi. Technical positions  
Staff assigned to positions such as data management and reporting, must have a bachelor's degree and one year of related experience.
- e. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.

- f. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
  - g. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
  - h. Describe approach and strategy for project oversight and management.
  - i. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
  - j. Demonstrate an understanding of and ability to implement data collection as needed.
  - k. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
    - a. Include charts and graphs which reflect the work plan in detail.
  - l. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
  - m. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
  - n. Identify all assumptions or constraints on tasks.
  - o. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
  - p. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
  - q. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
6. Relevant Corporate Experience
- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP.

Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.

- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

## 7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
  - Experience with proposer,
  - Previous experience in projects of similar scope and size.
  - Educational background, certifications, licenses, special skills, etc.
  - Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.

- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.
- 8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
- 9. Corporate Financial Condition
  - a. The Corporate Financial Condition and the Cost and Pricing Analysis are to be placed in a sealed envelope separate from the remainder of the proposal.
  - b. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.
  - c. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.
- 10. Cost and Pricing Analysis
  - a. The Corporate Financial Condition and the Cost and Pricing Analysis are to be placed in a sealed envelope separate from the remainder of the proposal.
  - b. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
  - c. Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment IV) for each year of the contract to demonstrate how cost was determined.
  - d. The proposer must specify total costs for performance of tasks and all deliverables defined in Section II: Scope of Work, for each of the three years of the contract. A portion of the monthly payment to the contractor will be based on timely completion of client assessments.

In the total cost proposal, proposers will separate their total annual costs into two components, 1). costs for client assessments, and 2) all other costs (including intake, information and referral, level of care determination using LOCET, plan of care development, quality assurance, and establishment of necessary tracking and work flow systems). As a portion of the total cost bid, contractors will propose a fixed price for each face-to-face client assessment completed. This fixed price per assessment (unit) is the Standard Amount to be paid under the contract for each assessment, if the timeliness performance standard is achieved. While the payment incentive is tied to the timely completion of the client assessment, the Department recognizes that other activities specified in Section II: Scope of Work, such as choice counseling, caregiver assessments and developing plans of care are also conducted during same the face-to-face visit.

The Department estimates the number of face-to-face client assessments to be:

Year 1: July 2010 – June 2011 = 10,591 + 378 (LOCET Audits) = 10,969 total  
Year 2: July 2011 – June 2012 = 11,968 + 378 (LOCET Audits) = 12,346 total  
Year 3: July 2012 – June 2013 = 13,524 + 378 (LOCET Audits) = 13,902 total

These estimates are based on current growth with an extra 5% built in for persons who may require multiple assessments within the year.

All proposers shall use these numbers as the base for a per unit cost to propose a total cost for assessment services. For example, in Year 1, 10,969 multiplied by a per unit proposal cost of \$150 will equal the total cost of assessments of \$1,645,350.

The total proposal cost amount for each year will be the sum of the total amount for client assessments and the total amount for all other contract activities and deliverables. Monthly payments will be based on: the actual number of client assessments completed and their timeliness, and for all other contract activities.

- e. Proposer should submit a separate cost and pricing analysis for the possible additional tasks described in Section II.C. above.

## **N. Evaluation Criteria**

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.

3. Scoring will be based on a possible total of 100 and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:

- a. The proposer with the lowest total cost shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 25 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide assistance with the evaluation of the additional 5 points.

5. Evaluation Criteria and Assigned Weights:

<b>Evaluation Criteria</b>	<b>Point Total</b>
Introduction/ Understanding of Scope of Work	20
Work Plan for Project Execution	20
Oral Presentation	5
Corporate experience	10
Financial Condition	5
Qualifications of Personnel	15
Cost	25
Total Points	100

## **O. On-Site Presentations/Demonstrations**

1. The Department may select the three top scoring finalists for an on-site presentation and/or demonstration for final determination of contract award. On-site presentations/demonstrations will allow the selected proposers to demonstrate their unique capability to provide the services requested in the RFP.
2. Proposers selected for on-site presentations/demonstrations should:
  - Provide a strategic overview of services to be provided,
  - Summarize major strengths,
  - Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes,

If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

The review committee will evaluate the oral presentation based on the following: the proposer's interpretation of the needs and objectives of the Office of Aging and Adult Services as related to this project and the proposer's plan for project execution. Presentations should be no longer than one and one-half hours (including time for questions by the evaluation team). Presentations may be videotaped or otherwise recorded by OAAS. All Oral Presentations will be held according to the dates shown on the Schedule of Events. The RFP Coordinator will schedule each proposer's Oral Presentation within the dates shown.

3. An additional 5 number of points may be awarded as a result of the on-site presentation/demonstration.

## **P. Announcement Of Award**

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.



#### **IV. Contractual Information**

1. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
2. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
3. Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
4. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
5. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
6. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
7. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
8. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.

9. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
10. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
11. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
12. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
  - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
  - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
  - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

**Attachments:**

- I. Transmittal Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA Business Associate Addendum
- IV. Sample Cost Breakdown Template
- V. Approved Question Format

## TRANSMITTAL STATEMENT

## ATTACHMENT I

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov))

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**AGREEMENT BETWEEN STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS**

**AND**

**FOR**

☐ Personal Services   ☐ Professional Services   ☐ Consulting Services   ☐ Social Services

1) <b>Contractor (Legal Name if Corporation)</b>	5) <b>Federal Employer Tax ID# or Social Security #</b> (11 digits)
2) <b>Street Address</b>	6) <b>Parish(es) Served</b>
<div style="display: flex; justify-content: space-between;"> <span>City and State</span> <span>Zip Code</span> </div>	7) <b>License or Certification #</b>
3) <b>Telephone Number</b>	8) <b>Contractor Status</b>
4) <b>Mailing Address (if different)</b>	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
<div style="display: flex; justify-content: space-between;"> <span>City and State</span> <span>Zip Code</span> </div>	8a) <b>CFDA#(Federal Grant #)</b>

**9) Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) <b>Effective Date</b>	11) <b>Termination Date</b>
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

**13) Maximum Contract Amount**

**14) Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility,

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payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

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<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<b>Name</b>	
	<b>Title</b>	<b>Phone Number</b>

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**15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

**During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:**

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a

proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

9. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
12. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.
14. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is



reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and; if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
18. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an update, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and

performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

- 20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
- 21. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

**THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.**

<b>CONTRACTOR</b>		<b>STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS</b>	
<b>CONTRACTOR</b>			
<b>SIGNATURE</b>	<b>DATE</b>	Alan Levine	<b>DATE</b>
<b>NAME</b>			
<b>TITLE</b>			

(Rev. 1/04)

### **HIPAA Business Associate Addendum:**

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment \_\_\_ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

*"Electronic protected health information"* means PHI that is transmitted by electronic media or maintained in electronic media.

*"Security incident"* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under

this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of

DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.

13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to DHH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

**ADDENDUM IV**  
**Cost and Pricing Template**

PROPOSER:	
ADDRESS	
CITY, STATE, ZIP CODE	

**Year 1 Proposed Administrative Cost**

		A	B	C
		Cost for services	Additional Task #1 Client Monitoring	Additional Task #2 Client Monitoring with Fiscal Oversight Checkup for LA POP Recipients
1	Direct Labor Cost (Salary and Wages)			
2	Direct Labor Overhead ERE (Employer Related Expenses)			
3	Administrative Labor Cost			
4	Administrative Labor ERE			
5	Contracted/Subcontracted/Consulting Staff			
6	Indirect Program Supplies			
7	Other Direct Cost			
	System Development			
	Education/outreach Materials			
	Call Center Expenditures			
	Travel			
8	Other Direct Cost (Specify)			

9	Other Direct Cost (Specify)			
10	<b>Total Administrative Cost</b>	0	0	0

Year 1 Cost Per Assessment				
11	Expected Volume for face-to-face assessments:	10,969		
12	Per Assessment Cost	0		
13	Total Assessment Cost	\$0		

Year 2 Proposed Administrative Cost				
		A	B	C
		Cost for services	Additional Task #1 Client Monitoring	Additional Task #2 Client Monitoring with Fiscal Oversight Checkup for LA POP Recipients
1	Direct Labor Cost (Salary and Wages)			
2	Direct Labor Overhead ERE (Employer Related Expenses)			
3	Administrative Labor Cost			
4	Administrative Labor ERE			
5	Contracted/Subcontracted/Consulting Staff			
6	Indirect Program Supplies			
7	Other Direct Cost			
	System Development			
	Education/outreach Materials			
	Call Center Expenditures			
	Travel			
8	Other Direct Cost (Specify)			
9	Other Direct Cost (Specify)			

10	<b>Total Administrative Cost</b>	0	0	0
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**Year 2 Cost Per Assessment**

11	Expected Volume for face-to-face assessments:	12,346	
12	Per Assessment Cost	0	
13	Total Assessment Cost	\$0	

**Year 3 Proposed Administrative Cost**

		<b>A</b>	<b>B</b>	<b>C</b>
		<b>Cost for services</b>	<b>Additional Task #1 Client Monitoring</b>	<b>Additional Task #2 Client Monitoring with Fiscal Oversight Checkup for LA POP Recipients</b>
1	Direct Labor Cost (Salary and Wages)			
2	Direct Labor Overhead ERE (Employer Related Expenses)			
3	Administrative Labor Cost			
4	Administrative Labor ERE			
5	Contracted/Subcontracted/Consulting Staff			
6	Indirect Program Supplies			
7	Other Direct Cost			
	System Development			
	Education/outreach Materials			
	Call Center Expenditures			
	Travel			
8	Other Direct Cost (Specify)			



9	Other Direct Cost (Specify)			
10	<b>Total Administrative Cost</b>	0	0	0

### Year 3 Cost Per Assessment

11	Expected Volume for face-to-face assessments:	13,902	
12	Per Assessment Cost	0	
13	Total Assessment Cost	\$0	
<b>TOTAL PROPOSED COSTS</b>			Sub Total All Years
YEAR 1 - TOTAL Administrative COST LINE 10			
YEAR 2- TOTAL Administrative COST LINE 10			
YEAR 3 - TOTAL Administrative COST LINE 10			
			0
YEAR 1 - TOTAL Assessment COST LINE 13			
YEAR 2- TOTAL Assessment COST LINE 13			
YEAR 3 - TOTAL Assessment COST LINE 13			
			0
<b>Grand Total Proposed Cost</b>			0

### Please note the following for cost evaluation purposes:

There are a total of --- points for cost evaluation.

Of the--- points, --- will be calculated based on lowest cost.

## ATTACHMENT V: Approved Format for Submission of Questions

[illegible]

Activity – 2008 Counts per year unless otherwise stated	DHH/OAAS Region								Total 8 Regions
	1	3	4	5	6	7	8	9	
Est. number of LT-PCS inbound calls	3650	1836	4869	1162	2176	2768	3678	2556	22694
Est. number of Single Point of Entry inbound information calls	6653	3346	8876	2118	3967	5045	6704	4659	41369
Est. number of LOCETs initiated for LTPCS/ADHC/EDA	2568	1323	3601	918	1800	2163	2805	1997	17175
Est. number of LOCETs performed for LTPCS/ADHC/EDA	2489	1278	3528	881	1758	2112	2745	1951	19505
Est. number of Statement of Medical Status letters sent	29	16	40	14	19	25	33	20	229
Est. no. of Medical Determination (imminent risk) letters sent	336	179	475	90	184	257	376	278	1896
Est. number of initial MDS-HC home visit assessments	915	373	1240	205	590	663	890	627	6369
Est. number of MDS-HC reassessments	503	319	1295	212	449	551	862	600	5676
Est. number of active care plans for LT-PCS only recipients	880	453	1971	316	761	917	1330	828	7456
Est. number of recipient provider changes	145	85	376	46	139	133	275	150	1664
Est. number of client appeals requiring contractor participation									211
Est. number of applications for NF admission (received by OAAS)	2381	1017	2533	1049	1747	3066	1860	1910	17609

Activity – Jan. - Dec 2009	DHH/OAAS Region								Total 8 Regions
	1	3	4	5	6	7	8	9	
Est. number of inbound calls									145103
Est. number of LOCETs initiated for LTPCS/ADHC/EDA	2628	965	3298	763	1243	2087	2390	1728	15102
Est. number of LOCETs performed for LTPCS/ADHC/EDA	2587	945	3235	749	1227	2053	2349	1692	14837
Est. no. of Medical Determination (imminent risk) letters sent	530	212	795	156	249	545	614	403	3504
Est. number of initial MDS-HC home visit assessments	948	283	1325	216	412	894	876	615	5569
Est. number of MDS-HC reassessments	737	308	1640	234	633	805	996	776	6129
Est. number of active care plans for LT-PCS only recipients (12/31/2009)	1004	397	2037	302	767	1051	1476	732	7766
Est. number of recipient provider changes	194	67	239	42	204	152	256	211	1365
Est. number of client appeals requiring contractor participation									410
Est. number of applications for NF admission (received by OAAS)	2229	953	2619	1212	1568	3210	1899	1728	15418

<b>Activity – Jan. - June 2010</b> Counts per 6 months, unless otherwise stated	DHH/OAAS Region								Total 8 Regions
	1	3	4	5	6	7	8	9	
Est. number of inbound calls									60,142
Est. number of LOCETs initiated for LTPCS/ADHC/EDA	1275	462	1697	423	614	1033	1128	826	7458
Est. number of LOCETs performed for LTPCS/ADHC/EDA	1248	456	1671	416	602	1012	1114	810	7329
Est. no. of Medical Determination (imminent risk) letters sent	286	74	386	75	109	252	275	155	1612
Est. number of initial MDS-HC home visit assessments	316	127	222	24	135	185	158	321	1488
Est. number of MDS-HC reassessments	403	187	763	156	414	407	622	485	3437
Est. number of active care plans for LT-PCS only recipients	1274	443	2439	330	852	1210	1665	791	9004
Est. number of recipient provider changes	116	23	203	35	65	153	153	98	846
Est. number of client appeals requiring contractor participation									257
Est. number of applications for NF admission (received by OAAS)	1512	557	1297	617	873	1734	1024	1025	8639

## Total Recipients by Programs

	Region	Nursing Facilities**	Home & Community Based Services*		LTPCS	EDA Registry*	ADHC Registry*
			EDA	ADHC			
	1	2366	322	126	1274	2358	155
	3	1351	264	3	443	994	39
	4	3094	660	182	2439	3500	194
	5	1247	220	22	330	777	40
	6	1912	505	12	852	1532	43
	7	3240	389	68	1210	1991	117
	8	2132	611	17	1665	2598	81
	9	1574	511	53	791	1636	92
	Total	16916	3482	483	9004	15386	761
* HCBS & Registry counts are as of June 30, 2010							
Datasource: SRI SPA & WWL tables							
**NF counts based on June 2010 Claims by DOS\provider type = 80							